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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

JAMIE PETTY,

Plaintiff,

vs.

STEPHEN WILL ASHCROFT and ROBERT  
CAPUTO,

Defendants.

Case No.: 2:18-cv-01323-JAD-VCF

**FIRST AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

1. This case centers on the cruel acts of two partners, Defendants Stephen Will Ashcroft and Robert Caputo, against their third partner, Plaintiff Jamie Petty.

2. Mr. Petty is a citizen of the United Kingdom. Mr. Petty has spent his career in the business and consulting industries. Through his extensive network of relationships, Mr. Petty has helped secure hundreds of millions of dollars in capital to finance entrepreneurial enterprises around the globe.

3. One of those enterprises is Blue Skies—a private aviation company that is revolutionizing the private jet industry by combining service offerings that are unique in the market. Beginning in early-2017, Mr. Petty played a critical role in developing the business model of Blue Skies. And, Mr. Petty leveraged his personal network to arrange investment

1 banking and funding opportunities for the embryonic company. Mr. Petty's efforts paid off. In  
2 February of 2018, Blue Skies stood poised to finalize an initial capital investment deal worth  
3 potentially hundreds of millions of dollars (which, upon information and belief, has occurred).

4 4. On February 5, 2018, however, Ashcroft called and emailed Mr. Petty to deliver a  
5 callous message of betrayal: "you will have no role at Blue Skies Group (BSG)." And  
6 notwithstanding Mr. Petty's equity stake in Blue Skies as an officer, Ashcroft stated that he and  
7 Caputo acting alone would discuss Mr. Petty's "potential employment, if any and discuss with  
8 you any remuneration we feel you are due." To date, Ashcroft and Caputo have refused to  
9 engage in further discussions relevant to the February 5, 2018 communications.

10 5. Given no other option, on February 26, 2018, Mr. Petty brought suit against Blue  
11 Skies Group, LLC, Blue Skies Aviation Group Holdings LLC, Ashcroft, and Caputo (the  
12 "Original Lawsuit").<sup>1</sup>

13 6. Immediately thereafter, Ashcroft and Caputo began (or continued) their campaign  
14 to defame, intimidate, harass, and financially ruin Mr. Petty. For example, Ashcroft and Caputo  
15 made defamatory statements that injured Mr. Petty in his business. These defamatory statements  
16 were made to investors and investor managers of the Blue Skies Entities, as well as unrelated  
17 individuals. Also, Ashcroft and Caputo commissioned a firm to access Mr. Petty's computers,  
18 email accounts, telephones, and/or bank accounts and then create a report of the results.

19 7. As a result of the above conduct (and other conduct), Mr. Petty has suffered  
20 extreme distress, including sleeplessness, irritability, stress, and depression. Mr. Petty also  
21 experiences severe headaches and stomachaches. For the first time, Mr. Petty has been  
22 diagnosed with high blood pressure, which was recorded on or about February of 2018 by a  
23 doctor. Mr. Petty is scheduling additional doctor appointments related to above.

24 8. In addition, Mr. Petty had to relocate with his family to the United States of  
25 America as it was impossible to stop the process that was initiated when the three partners and

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26 <sup>1</sup> Blue Skies Group, LLC, Blue Skies Aviation Group Holdings, LLC, and any other  
27 related entity are referred to in this First Amended Complaint as the "Blue Skies Entities."  
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1 co-founders agreed that the Blue Skies Entities would pay (one way or another) for the  
2 relocation. Given the events that have transpired as a result of Defendants' conduct, Mr. Petty  
3 has been unable to work in the United States or obtain a visa that he would have likely received  
4 if working for the Blue Skies Entities.

5 9. Again, given no other option, Mr. Petty has been forced to bring this lawsuit for  
6 slander *per se* and intentional infliction of emotional distress against Ashcroft and Caputo.

7 **The Parties**

8 10. Plaintiff Jamie Petty is a citizen of the United Kingdom and resides in New York  
9 City, New York.

10 11. Upon information and belief, Defendant Stephen Will Ashcroft resides in  
11 Boulder, Colorado or Miami, Florida.

12 12. Upon information and belief, Defendant Robert Caputo resides in Harrison, New  
13 York.

14 **Jurisdiction and Venue**

15 13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1)  
16 because the parties are citizens of different states and nations. Further, the amount in  
17 controversy far exceeds \$75,000. The damage to Mr. Petty's career alone totals more than  
18 \$75,000.

19 14. This Court has specific personal jurisdiction over Defendants Ashcroft and  
20 Caputo because both have sufficient contacts with the state of Nevada (including being members  
21 of at least one Nevada limited liability company).

22 15. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial  
23 part of the events or omissions giving rise to the claim occurred in this district.

24 **Facts Common to All Counts**

25 16. Jamie Petty is an accomplished international businessman. Throughout the course  
26 of his career in the financial services and telecom industries, Mr. Petty built an extensive  
27 network of contacts and associations, many of which specialize in raising or making loans of  
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1 private equity to finance dynamic startups. Mr. Petty relies on his reputation to generate new  
2 business opportunities and for the introduction of same to potential funding partners via his  
3 network. As of February of 2018, Mr. Petty has helped raise hundreds of millions of dollars to  
4 finance various entrepreneurial enterprises around the globe. But, after February of 2018, Mr.  
5 Petty has been unable to raise any money.

6 17. Mr. Petty met Ashcroft and Caputo in early-2017, and all three continued to  
7 develop the private aviation platform that became the Blue Skies Entities, with the ultimate aim  
8 of offering a superior flying experience at a lower passenger cost, by taking advantage, among  
9 other areas, of declining private jet resale costs. Upon information and belief, the Blue Skies  
10 Entities have built a large fleet of private jets and helicopters. Upon information and belief, the  
11 Blue Skies Entities offer service throughout North America, with further expansion to overseas  
12 markets contemplated. Upon information and belief, members pay competitive low monthly fees  
13 and in exchange would be entitled to guaranteed round-trip fares on available aircraft.

14 18. Mr. Petty's role in forming the Blue Skies Entities also included securing funding,  
15 and Mr. Petty did this by reaching out to his extensive network. Through his network, Mr. Petty  
16 helped introduce the Blue Skies Entities to several investment banking advisors who would be  
17 able to market the investment opportunity to private equity investors. Ultimately, the Blue Skies  
18 Entities engaged one of those advisors, Stifel Nicolaus ("Stifel"). Mr. Petty worked closely with  
19 management and the advisors at Stifel to further develop a plan that would attract significant  
20 investment. That effort has paid off. In February 2018, the Blue Skies Entities stood poised to  
21 complete a funding agreement that may ultimately be worth hundreds of millions of dollars  
22 (which, upon information and belief, has occurred). The contemplated capital infusion will  
23 ensure the company's launch and immediate growth (which, upon information and belief, has  
24 occurred).

25 19. Further, Mr. Petty leveraged his network to introduce the Blue Skies Entities to  
26 Ben Tubey, the CEO of Piptook, which was an investment opportunity for the Blue Skies  
27 Entities. Piptook is a data analytics business concentrating on social media marketing. Upon  
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1 information and belief, Piptook also has the ability to generate detailed reports about individuals.

2       20. Recognizing that Mr. Petty would play a significant role in the establishment of  
3 the Blue Skies Entities and their future development, Ashcroft and Caputo made Mr. Petty a full  
4 equity partner in the contemplated Blue Skies group in late-2017.<sup>2</sup> The three partners and co-  
5 founders agreed that Mr. Petty would serve as the Chief Commercial Officer of the Blue Skies  
6 Entities, and, having spoken to a number of outside sources, the partners and co-founders also  
7 agreed each would receive the same reward package (including a salary of \$350,000). Finally,  
8 all three agreed that the Blue Skies Entities would pay (one way or another) to relocate Mr. Petty  
9 and his family from London to New York City.

10       21. However, on February 5, 2018, Ashcroft called Mr. Petty. During the phone call,  
11 Ashcroft communicated to Mr. Petty that he was being stripped of his position and equity in the  
12 company. Ashcroft accused Mr. Petty of trying to work a “side deal”—an allegation that is  
13 categorically false. And he further claimed that Mr. Petty had demonstrated that his interests  
14 were not aligned with the company.

15       22. As Mr. Petty explained to Ashcroft during the phone conversation, since agreeing  
16 to serve as a partner and officer of the Blue Skies Entities, Mr. Petty has at all times placed the  
17 interests of the company before his own and has fully complied with his obligations to the Blue  
18 Skies Entities and his fellow members and officers.

19       23. Following the phone conversation, Ashcroft emailed Mr. Petty to confirm the  
20 substance of the conversation. The email provided written notice that Ashcroft and Caputo were  
21 unlawfully seeking to strip Mr. Petty of his position and equity.

22       24. In the email, Ashcroft stated: “you will have no role at Blue Skies Group.” And  
23 notwithstanding Mr. Petty’s equity stake in Blue Skies position as an officer, Ashcroft stated that  
24 he and Caputo acting alone would discuss Mr. Petty’s “potential employment, if any and discuss

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25  
26 <sup>2</sup> Caputo and Ashcroft played games with the documents for formation of the Blue Skies  
27 Entities. However, the documents show, at least, that the three men share ownership of Blue  
28 Skies Aviation Group Holdings, LLC (although the percentage of such ownership is in dispute).

1 with you any remuneration we feel you are due.”

2 25. To date, Ashcroft and Caputo have refused to engage in further discussions  
3 relevant to the February 5, 2018 communications.

4 26. To be clear, Mr. Petty’s interests were always aligned with those of the Blue Skies  
5 Entities.

6 27. As such, given no other option, on February 26, 2018, Mr. Petty brought suit  
7 against Blue Skies Group, LLC, Blue Skies Aviation Group Holdings LLC, Ashcroft, and  
8 Caputo.

9 28. In retaliation, Ashcroft and Caputo began defaming, intimidating, harassing, and  
10 threatening Mr. Petty.

11 29. Caputo made defamatory statements that injured Mr. Petty in his business. These  
12 defamatory statements were made to investors and investor managers of the Blue Skies Entities  
13 at the beginning of 2018. Caputo told representatives of Stifel (upon information and belief, at  
14 least, Michael Hart, Jonathan Abraham, and/or Stefan Walter) and Blackstone Group’s GSO  
15 Capital (upon information and belief, at least, Paulo Eapen) (or whichever other entity the Blue  
16 Skies Entities ended up financing with via Stifel) that Mr. Petty was relieved of his position with  
17 the Blue Skies Entities due to dishonesty, deceit, unprofessionalism, incompetence, etc., which is  
18 false. These false statements were published with malice, as Caputo had knowledge of falsity of  
19 the defamatory statement and/or acted with reckless disregard for its truth (which is defined as  
20 high degree of awareness of probable falsity of statement). For example, Caputo knew that Mr.  
21 Petty was not dishonest (or deceitful, unprofessional, or incompetent) as Mr. Petty put all his  
22 efforts into forming Blue Skies, and his efforts were successful as Blues Skies eventually funded  
23 with an investor that Mr. Petty secured. Caputo even admitted to such—“Plaintiff introduced  
24 Defendants to Stuart Cheek (“Mr. Cheek”), a veteran financial services provider located in the  
25 UK, who began working with Blue Skies to obtain funding through bonds or private equity. In  
26 or about the fall of 2017, Mr. Cheek introduced Defendants to an investment advisor, Stifel  
27 Nicolaus, who they worked closely with to further develop a plan that would attract significant  
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1 investment in the Blue Skies project. . . . Stifel was able to procure prospective funding from a  
2 private equity firm in early-2018.” *See* Mot. to Dismiss, ECF No. 7 at 3. Further, Caputo had  
3 motive to exclude Mr. Petty for any Blue Skies deal—more money for him.

4       30. Ashcroft made defamatory statements that injured Mr. Petty in his business.  
5 These defamatory statements were made to investors and investor managers of the Blue Skies  
6 Entities at the beginning of 2018. Ashcroft told representatives of Stifel (upon information and  
7 belief, at least, Michael Hart, Jonathan Abraham, and/or Stefan Walter) and Blackstone Group’s  
8 GSO Capital (upon information and belief, at least, Paulo Eapen) (or whichever other entity the  
9 Blue Skies Entities ended up financing with via Stifel) that Mr. Petty was relieved of his position  
10 with the Blue Skies Entities due to dishonesty, deceit, unprofessionalism, incompetence, etc.,  
11 which is false. Ashcroft also falsely stated to these representatives that Mr. Petty entered into a  
12 side deal. These false statements were published with malice, as Ashcroft had knowledge of  
13 falsity of the defamatory statement and/or acted with reckless disregard for its truth (which is  
14 defined as high degree of awareness of probable falsity of statement). For example, Ashcroft  
15 knew that Mr. Petty was not dishonest (or deceitful, unprofessional, or incompetent) as Mr. Petty  
16 put all his efforts into forming Blue Skies, and his efforts were successful as Blues Skies  
17 eventually funded with an investor that Mr. Petty secured. Ashcroft even admitted to such—  
18 “Plaintiff introduced Defendants to Stuart Cheek (“Mr. Cheek”), a veteran financial services  
19 provider located in the UK, who began working with Blue Skies to obtain funding through bonds  
20 or private equity. In or about the fall of 2017, Mr. Cheek introduced Defendants to an  
21 investment advisor, Stifel Nicolaus, who they worked closely with to further develop a plan that  
22 would attract significant investment in the Blue Skies project. . . . Stifel was able to procure  
23 prospective funding from a private equity firm in early-2018.” *See* Mot. to Dismiss, ECF No. 7  
24 at 3. Further, Ashcroft had motive to exclude Mr. Petty for any Blue Skies deal—more money  
25 for him.

26       31. Caputo also made false statements about Mr. Petty to Benjamin Tubey. These  
27 false statements included that Mr. Petty was endangering investment deals in Blue Skies due to  
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1 his greed and that Mr. Petty had been removed from Blue Skies because Mr. Petty lied about a  
2 side deal. These false statements were made on or about February 26th and 27th of 2018.  
3 Again, these false statements were published with malice, as Caputo had knowledge of falsity of  
4 the defamatory statement and/or acted with reckless disregard for its truth (which is defined as  
5 high degree of awareness of probable falsity of statement). For example, Caputo knew that Mr.  
6 Petty was not greedy or dishonest (or deceitful, unprofessional, or incompetent) as Mr. Petty put  
7 all his efforts into forming Blue Skies, and his efforts were successful as Blues Skies eventually  
8 funded with an investor that Mr. Petty secured. Caputo even admit to such—"Plaintiff  
9 introduced Defendants to Stuart Cheek ("Mr. Cheek"), a veteran financial services provider  
10 located in the UK, who began working with Blue Skies to obtain funding through bonds or  
11 private equity. In or about the fall of 2017, Mr. Cheek introduced Defendants to an investment  
12 advisor, Stifel Nicolaus, who they worked closely with to further develop a plan that would  
13 attract significant investment in the Blue Skies project. . . . Stifel was able to procure prospective  
14 funding from a private equity firm in early-2018." See Mot. to Dismiss, ECF No. 7 at 3.  
15 Further, Caputo knew there was no side deal between Mr. Petty and Mr. Cheek or anyone else.

16 32. Caputo also threatened Mr. Petty through Mr. Tubey. For example, during the  
17 same time period as above, Ashcroft stated that the Blue Skies Entities would sue Mr. Petty if the  
18 deal did not fund and that would prohibit Mr. Petty from being able to work or travel to the  
19 United States. Further, Caputo provided that Mr. Petty would be risking everything (including  
20 the above) if he did not take Caputo's new deal that included less equity and less salary than had  
21 been promised to Mr. Petty (and contracted) and was what he deserved.

22 33. As such, Mr. Petty received a number of telephone calls and text messages from  
23 Mr. Tubey, who had been contacted by Caputo to pass on several messages to Mr. Petty so that  
24 Mr. Petty would dismiss his Original Lawsuit and give up his interest in the Blue Skies Entities  
25 or face serious consequences from Defendants and the Blue Skies Entities.

26 34. Ashcroft and Caputo commissioned a firm (i.e., Piptook) to access Mr. Petty's  
27 computers, email accounts, telephones, and/or bank accounts to generate a report about Mr.  
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Petty. Upon information and belief, Ashcroft and Caputo have used (and are using) that report to intimidate Mr. Petty to dismiss his Original Lawsuit and give up his interest in the Blue Skies Entities, among other things.

35. Further, Ashcroft has retained Mr. Petty's email address at the Blue Skies Entities and has monitored incoming emails.

36. Also, Ashcroft repeated false statement regarding Mr. Petty to Damian Roberts, most likely around the same time period. In more detail, Ashcroft stated that Mr. Petty struck a side deal with Mr. Cheek and that Mr. Petty was removed from the Blue Skies Entities because of this side deal and lack of professionalism. For the reasons stated above, these statements are not only false but made with malice.

37. As a result of the above conduct (and other conduct), Mr. Petty has suffered extreme distress, including sleeplessness, irritability, stress, and depression. He now has been diagnosed with high blood pressure, which was recorded on or about February of 2018 by a doctor. Further, Mr. Petty had to relocate (with his family) to the United States as it was impossible to stop the process that was initiated when the three partners and co-founders agreed that the Blue Skies Entities would pay (one way or another) for Mr. Petty's relocation from London to New York City. Mr. Petty has been unable to work in the United States because, among other things, Ashcroft and Caputo's defamatory statements and the inability to obtain a visa that Mr. Petty would have applied for and likely received if working for the Blue Skies Entities.

**Count 1: Slander Per Se (against Ashcroft and Caputo)**

38. Mr. Petty hereby restates and realleges the allegations set forth in paragraphs 1 through 37 above and incorporates them by reference.

39. Defendants' statements, discussed above, are false. For example, Mr. Petty was never dishonest, greedy, deceitful, unprofessional, or incompetent with respect to Defendants or the Blue Skies Entities and there was never a side deal with Mr. Cheek or with anyone else. In other words, Mr. Petty, at all times, had placed the interests of the Blue Skies Entities before his

own and has fully complied with his obligations to the Blue Skies Entities and his fellow members and officers.

40. The slanderous statements constitute slander per se because they impugned Mr. Petty's lack of fitness for trade, business, or profession and/or tend to injure Mr. Petty in his business.

41. Defendants did not have a privilege that entitled them to make the defamatory statements. To the extent that an such privilege existed, as discussed above, Defendant abused the privilege by acting with actual malice (i.e., the statements were published with knowledge that they were false or with reckless disregard for their veracity).

42. Defendants also acted negligently, recklessly, and/or intentionally when making the false statements set forth above. Defendants either knew or should have known in the exercise of ordinary care that the statements were false.

43. Because the Defendants' statements are false and defamatory per se, the damages to Mr. Petty are presumed as a matter of law.

44. As a direct and proximate result of the statements, Mr. Petty's reputation, among other things, has been severely injured, and has suffered damages in an amount to be proven at trial, but in any event, in excess of \$75,000.

45. Defendants acted with malice, conduct which is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights of others, and or oppression. Plaintiff is entitled to an award of punitive damages to punish Defendants for their unlawful conduct and to deter them from repeating such misconduct in the future.

46. Defendants are joint tortfeasors and are jointly and severally liable for the false and defamatory statements set forth herein.

47. Further, it has been necessary for Plaintiff to incur costs and to retain counsel in order to prosecute this action, and Plaintiff should be awarded his attorneys' fees and costs.

**Count 2: Intentional Infliction of Emotional Distress (against Ashcroft and Caputo)**

48. Mr. Petty hereby restates and realleges the allegations set forth in paragraphs 1

1 through 47 above and incorporates them by reference.

2 49. As demonstrated above, Defendants engaged in extreme and outrageous conduct  
3 with either the intention of, or reckless disregard for, causing emotional distress.

4 50. As demonstrated above, Plaintiff suffered severe and extreme emotional distress.  
5 Among other things, Mr. Petty has suffered extreme distress, including sleeplessness, irritability,  
6 stress, and depression. Mr. Petty also suffers daily from severe headaches and stomachaches.  
7 For the first time, Mr. Petty has been diagnosed with high blood pressure, which was recorded on  
8 or about February of 2018 by a doctor. The doctor also told Mr. Petty that the high blood  
9 pressure was a cause of his working situation. Mr. Petty is scheduling additional doctor  
10 appointments related to above.

11 51. Defendants conduct was intentional and designed to cause severe emotional  
12 distress.

13 52. As an actual and proximate result of Ashcroft's and Caputo's conduct, Mr. Petty  
14 has sustained such distress, and has suffered damages in an amount to be proven at trial, but in  
15 any event, in excess of \$75,000.

16 53. Defendants acted with malice, conduct which is intended to injure a person or  
17 despicable conduct which is engaged in with a conscious disregard of the rights of others, and or  
18 oppression. Plaintiff is entitled to an award of punitive damages to punish Defendants for their  
19 unlawful conduct and to deter them from repeating such misconduct in the future.

20 54. Defendants are joint tortfeasors and are jointly and severally liable for the extreme  
21 and outrageous conduct set forth herein.

22 55. Further, it has been necessary for Plaintiff to incur costs and to retain counsel in  
23 order to prosecute this action, and Plaintiff should be awarded his attorneys' fees and costs.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Mr. Petty prays for judgment against Defendants as follows:

26 A. Entry of judgment in favor of Mr. Petty and against Defendants, jointly and  
27 severally, on all claims for relief;  
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1 B. An Order awarding Mr. Petty compensatory damages he has sustained in an  
2 amount to be proven at trial, but in any event, in excess of \$75,000, as a result of Defendants'  
3 slander;

4 C. An Order awarding Mr. Petty compensatory damages he has sustained in an  
5 amount to be proven at trial, but in any event, in excess of \$75,000, as a result of Defendants'  
6 intentional infliction of emotional distress;

7 D. An Order awarding Mr. Petty punitive damages to punish and deter Defendants in  
8 in an amount to be determined by the enlightened conscience of the jury;

9 E. That Mr. Petty recover his reasonable attorneys' fees and expenses from  
10 Defendants; and

11 F. Any and all other legal and equitable relief as may be available under law that the  
12 Court may deem proper.

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**DEMAND FOR JURY TRIAL**

Mr. Petty demands a trial by jury for all issues so triable.

DATED this 27th day of August, 2018

**WOLF, RIFKIN, SHAPIRO,  
SCHULMAN & RABKIN, LLP**

By: /s/ Don Springmeyer, Esq.

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*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27th day of August, 2018, a true and correct copy of **FIRST AMENDED COMPLAINT** was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By: /s/ Christie Rehfeld

Christie Rehfeld, an Employee of  
WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
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